



PUBLIC COMMENT SESSION SIGN IN SHEET

OCONEE COUNTY COUNCIL MEETING

Tuesday, September 21, 2010

6:00 PM

Oconee County Administrative Offices
415 South Pine Street, Walhalla, SC

Limited to forty [40] minutes, four [4] minutes per person.

Citizens with comments related to a specific action agenda item will be called first.

If time permits additional citizens may be permitted to speak on a non agenda items [at the discretion of the Chair].

Council may make closing comments directly following the public & extended public comment sessions if time permits.

PLEASE PRINT

	FULL NAME	AGENDA ITEM FOR DISCUSSION
1 X	Star Peck	
2 X	LARRY LINSIN	14 (2)
3	Bow Tureton Folks	had spoke in Love Country
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Our Daily Rest Update

Oconee County Council

9-21-10



History

- **2004-Eight local Churches identify need**
- **2005-Board of Directors formed**
- **2006-Land purchased**
- **2006-Homeless study conducted**
- **2007-Facility designed**
- **2008-Community support survey conducted**
- **2008/2009-Capital campaign completed**
- **2008/2009-Facility construction completed**
- **2009 - Staff interviewed and hired**
- **August 2009 Shelter Opened**



Our Daily Rest Provides

- **Shelter**
- **Food**
- **Clothing**
- **Case Management**
- **Transportation**
- **Programs**



Daily Routines

- **Clients are drug and alcohol tested initially and randomly**
- **Clients depart for daily activities by 8:00AM**
- **Clients perform daily chores by 9:00AM**
- **Clients and case managers develop a personal action plan**
- **Weekly review of plan with case manager**
- **Group supper at 6:00PM**
- **Programs at 7:00PM**
- **Curfew at 8:00PM**
- **Lights out at 10:00PM**



Staff

- **Steven Smith - Director**
- **Dan Laird - Men's Case Manager**
- **Lucy Murr - Women's Case Manager**
- **Susan Pickett - Operations Manager**



Facility

- **Located at 525 E. Main St. Seneca**
- **7000 square feet**
- **Two living rooms**
- **35 bunks**
- **Eight bath rooms**
- **Two clothes closets**
- **Two laundry rooms**
- **Two snack rooms**
- **Dining/Program room for 35**
- **Complete commercial kitchen**
- **Automatic security doors and cameras**



First Year of Operation Statistics

- **200 Clients received in program**
- **60% Men**
- **40% Women and children**
- **Average stay is 45 days**
- **50% Graduate to independent living**
- **Cost/Client day is \$30**
- **Cost/Client stay is \$1350**
- **Annual Operating Cost is \$330,222**



Benefits to Community

- **Transitions homeless people to productive lives**
- **Connects homeless people to community services and employers**
- **Reduces burden on law enforcement resources**
OLEC \$44/Day W/O Building, ODR is \$30/Day Total
- **Reduces burden on emergency medical resources**
- **Creates awareness of homeless needs and solutions to the community**
- **Provides an avenue for volunteers to assist homeless clients**



**Thank You
Oconee County
Council**



**PUBLIC HEARING
SIGN IN SHEET**
OCONEE COUNTY COUNCIL MEETING
DATE: September 21, 2010 7:00 p.m.

Ordinance 2010-17 "AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF CERTAIN UNIFIED ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY, THE AMENDMENT OF ROAD CONSTRUCTION INSPECTION POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH INSPECTIONS, AND THE REVISION OF ROAD SIGNAGE POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH SIGNAGE AND THE REVISION OF ENCROACHMENT POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH ENCROACHMENTS; AND OTHER MATTERS RELATED THERE TO"

Public comment during a public hearing is not limited to four minutes per person.

Sign up sheets will be available thirty minutes prior to the hearing for those interested in addressing Council.

Written comments may be submitted at any time prior to the hearing for inclusion in the official record of the meeting.

Please submit written comments to the Clerk to Council, 415 South Pine Street, Walhalla, South Carolina, 29691.

Please PRINT your name

X1. Tom Markovich

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Questions regarding Oconee County Ordinance 2010-17 that are of a legal nature

1. Can the County deny a landowner from connecting to a public road with a private driveway?
2. When the county requires a sub-divider to dedicate a road in fee simple, does the county have the right to change the nature of the express easement that enables ingress and egress?
3. If a landowner wants a drive in a certain location can the county make the landowner relocate the drive? Could the county instead say if the landowner wants to locate a driveway in a certain location it will need to meet certain standards?
4. Can the county legally remove its liability under The Statute of Repose by simply requiring a landowner to sign a hold harmless agreement?

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 21, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

ORDINANCE NO. 2010-17

AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF CERTAIN UNIFIED ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY, THE AMENDMENT OF ROAD CONSTRUCTION INSPECTION POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH INSPECTIONS, AND THE REVISION OF ROAD SIGNAGE POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH SIGNAGE AND THE REVISION OF ENCROACHMENT POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH ENCROACHMENTS; AND OTHER MATTERS RELATED THERETO

BACKGROUND DESCRIPTION:

The ordinance was necessary to create the authority to collect the revenue that was approved in the 2010-2011 adopted Budget. First reading was held on April 20, 2010, second reading was held on June 15, 2010, and third reading was tabled July 6, 2010 and sent to Transportation Committee. The Transportation Committee approved Ordinance 2010-17 at the September 2, 2010 meeting and sent back to full Council for consideration for public hearing and third & final reading.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Ordinance required for collecting revenue approved in 2010-2011 Budget.

FINANCIAL IMPACT [Brief Statement]:

None

Revenue Previously approved in the Budget.

Approved by : n/a Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No

If yes, who is matching and how much:

NOT APPLICABLE

Approved by: n/a Grants

ATTACHMENTS

ORDINANCE NO. 2010-17

STAFF RECOMMENDATION [Brief Statement]:

Adopt and Approve ORDINANCE NO. 2010-17 on third and final reading.

Submitted or Prepared By:

 D. Mack Kelly, Jr., PE, PLS, CFM
Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE NO. 2010-17**

AN ORDINANCE TO AMEND CHAPTER 26 OF THE OCONEE COUNTY CODE OF ORDINANCES IN CERTAIN LIMITED REGARDS AND PARTICULARS, ONLY, AS TO THE AMENDMENT OF CERTAIN UNIFIED ROAD STANDARDS FOR THE UNINCORPORATED AREAS OF OCONEE COUNTY, THE AMENDMENT OF ROAD CONSTRUCTION INSPECTION POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH INSPECTIONS, AND THE REVISION OF ROAD SIGNAGE POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH SIGNAGE AND THE REVISION OF ENCROACHMENT POLICIES AND PROCEDURES AND THE ESTABLISHMENT OF FUNDING FOR SUCH ENCROACHMENTS; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, South Carolina (the “County”), a body politic and corporate and a political subdivision of the State of South Carolina, acting by and through its County Council (the “County Council”), is authorized by Section 4-9-30, South Carolina Code, 1976, as amended (the “Code”), among other sources, to provide for a system of public works, including roads and bridges, of the County, and to assess property and levy ad valorem property taxes and uniform service charges for functions and operations to the County, including, but not limited to, appropriations for such general public works, including roads; and,

WHEREAS, Oconee County Council has heretofore, by and through Chapter 26 (“Roads and Bridges”) of the Oconee County Code of Ordinances (the “County Code”), provided for certain policies, procedures, fees, and other funding pertaining to the roads and bridges portion of the public works program of Oconee County; and,

WHEREAS, Oconee County Council deems it necessary and proper to amend certain sections of the Oconee County Code of Ordinances from time to time to modify County policies and procedures to comport with changed and changing needs, or simply to reflect existing practical applications of policies and procedures; and,

WHEREAS, it has come to the attention of Oconee County Council that certain revisions need to be made in Chapter 26 of the County Code, to meet the needs of the County as to the safety of the public utilizing Oconee County roads and bridges, to assure that the necessary provision of Oconee County roads and bridges, including signage, encroachment, and construction, provide for the proper health and safety of the Oconee County public, are funded by those benefitting from such signage, encroachment, or inspection, and are consistent with other Oconee County policies and procedures, already codified; and,

WHEREAS, the County Engineer and the Roads and Bridges Department of the County have recommended several changes to Chapter 26 of the Oconee County Code of Ordinances, so as to: amend the road construction inspection procedures and establish policies for the County to be reimbursed for the cost of such inspections; revise the Oconee County encroachment permit policy and procedures; and, revise the Oconee County road signage procedures, so as to provide for the funding for such policies and procedures. Oconee County Council has reviewed the needs, in each instance, has determined that such needs are legitimate and serve the public purposes and best interests of Oconee County, and has determined to modify the respective sections of Chapter 26 of the Oconee County Code of Ordinances as requested, and to affirm and preserve all other provisions of the Oconee County Code of Ordinances not specifically or by implication amended hereby.

NOW, THEREFORE, it is hereby ordained by the Oconee County Council, in meeting duly assembled, that:

1. The foregoing findings of fact, recommendations, and conclusions are hereby adopted, as findings of fact, supporting this ordinance, in their entirety.
2. Chapter 26 of the Oconee County Code of Ordinances is hereby modified and amended as follows, and in the following details, only:

A. Section 26-3(f)(15) of the County Code is deleted in its entirety and Section 26-3(f)(16) of the County Code is hereby renumbered as Section 26-7(b), amended, and moved to Section 26-7 of the County Code, as reflected herein.

B. Section 26-7 of the County Code is hereby amended to read as follows:

“Section 26-7 Regulating the use of county roads.

(a) *Connection to, or easements or rights-of-way on County Roads.*

Notwithstanding any other provision of this Code, all connections to county roads, whether temporary or permanent, such as, without limitation, driveway cuts, logging or construction cuts, roadway intersections, and every other form of connection, must be approved in writing, in advance of any such connection, temporary or permanent, by the County Engineer, in accordance with Section 26-3(e)(10) hereof.

The County may only authorize encroachments or grant easements or rights-of-way, for any purpose, on those County roads for which it owns the right to do so, such as on rights-of-way deeded to the County in fee simple title. For other roads, such as those for which the County owns less than fee simple title, such as roads for which the County has only prescriptive easements, the County may only grant encroachments, easements, and rights-of-way consistent with its interests. Any encroachment, easement or right-of-way granted by the

County on a County road must be approved in writing by the county engineer after making a full investigation of the matter and considering all factors, including the applicant's needs, as well as the needs of the County, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, and other similar professional considerations. If the county engineer approves such encroachments, easements, or rights-of-way, the easements or rights-of-way may only be granted by County Council, by ordinance, following a public hearing as a conveyance of interests in real property. The County Engineer may approve encroachments properly undertaken in accordance with this chapter.

(b) *Work on County right-of-way.*

Property owners adjoining the County road right-of-way may request that the county perform work within the right-of-way to install driveway aprons, mailbox turnouts, and/or culverts within the county maintained right-of-way. The County, at its sole discretion, may elect to perform such work on a first pay, first scheduled, time-available basis. If the County performs such work, the property owner shall pay 2.5 times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the County from any liability associated with said work, in advance of scheduling the project. If the County constructs such driveway aprons, mailbox turnout, or culverts within the county right-of-way, such work will be guaranteed by the County as to labor and materials, only, for one year.

The county engineer, or his designee will provide a nonbinding, cost estimate for the material cost of the project. Special services or equipment needed to complete the job will be billed as invoiced by the contractor or vendor providing the special service or equipment.

(c) *Drainage.*

(1) Property owners adjoining the road right-of-way may request that the county perform work to assist the property owner with a drainage problem. The county may, at its sole discretion, construct berms, swales and/or ditches, or install pipe along the county maintained road right-of-way. The property owner shall pay 2.5 times the material costs to cover the material cost and labor for said project. The property owner shall sign a hold harmless agreement releasing the county from any liability associated with future drainage problems, in advance of the county considering and scheduling such project. Such projects will be scheduled, if at all, on a first pay, first scheduled, time-available basis and will be guaranteed by the County, as to materials and labor, only, for one year.

(2) The county engineer or his designee, will provide a cost estimate for the material costs of the project. Special services or equipment needed to complete the job will be billed as invoiced by the contractor or vendor providing the special service or equipment.

(3) The county cannot assist in any drainage matter outside of the road right-of-way, and may only perform work within the county right-of-way.

(4) No property owner or any other person shall modify any drainage in any manner that affects a county road without the written approval, in advance, of the county engineer.

(d) *Damages.*

(1) Any person, entity or utility that engages in an activity which causes damage to a county road or road structure shall be responsible for repairing said county road or road structure to SCDOT standard specifications for highway construction. This does not include normal wear and tear to a road caused by normal use of said road.

(2) Any person driving, operating or moving any vehicle, object or contrivance upon any county road or road structure shall be liable for any damage which road or structure may sustain as a result of dragging, scraping, breaking or any other damage done to said road or structure. Any such persons will also be liable to the county for the cost of such injury or damage.

(e) *Encroachment.*

(1) All persons desiring to excavate within, encroach upon, or in any way alter a county maintained road and/or right-of-way, shall notify the county engineer and submit to the county road department an application for an encroachment permit, together with the required fees and security as determined and established periodically by county council. Notice will be given by the applicant to the County at least 48 hours prior to initiating such work, and only after receiving an approved permit from the county. A schedule of required fees and securities shall be available for review from the county road department. No person may excavate within, encroach upon, or in any way alter a county maintained road or right-of-way without the written approval, in advance, by approved permit, of the county engineer. In determining whether to approve any such request, and issue a permit, the county engineer will consider all factors, including the needs of the applicant, as well as the needs of the county, including, without limitation, good engineering standards, the need to maintain county rights-of-way and keep them open, the convenience of the traveling public, and other similar professional

considerations. The county engineer may impose restrictions on any granted approval and permit under this section, consistent with such professional considerations.

(2) Upon completing the permitted activity, the applicant shall restore the county maintained road and/or right-of-way to its original condition (except for any permanent alteration approved by county permit, and through a county-granted right-of-way or easement), insuring that all repairs conform to the requirements contained in the SCDOT standard specifications for highway construction. Eighteen months after the permitted activity, the security shall be returned to the applicant provided the county engineer, upon final inspection, approves the repair. If the county engineer deems the repair to be unacceptable, the security shall be retained by the county and used to properly repair and restore the road and/or right-of-way to its original condition. Once the road and/or right-of-way has been properly repaired, any excess security will be returned to the applicant, it being understood that, in one form or another, all costs of encroachment upon, or any alteration of a county maintained road or right-of-way shall be borne by the applicant

(3) Driveway aprons and mailbox turnouts abutting county maintained roads are encroachments, subject to the provisions of this section, and will be the responsibility of the property owner, as to construction and maintenance, subject to the provisions of Section 26-7(b), and subject to the caveat that if the county constructs or manages a road project, driveway aprons and mailbox turnouts may be part of the project, subject to the terms of such Section 26-7(b).

(f) *Road safety.*

(1) All persons shall park vehicles and equipment at least three feet from the edge of the pavement on all roads. Parked vehicles and equipment shall not block ditches and swales or in any way inhibit drainage.

(2) No person shall place any type of material within three feet of the pavement.

(3) No person shall place a sign on a road in the county that will restrict visibility or inhibit sight lines of drivers.

(4) Signs (other than these regulated by state or federal law, such as political signs) remaining in place for more than seven days on county roads, will require an encroachment permit from the county road department.

(g) *Inspections.*

A developer/owner or any other affected entity shall notify the county engineer at least 48 hours prior to any requested inspection required by this chapter for public or private roads. Inspection fees, for such inspections, shall be established by resolution, ordinance or other official act of County Council from time to time, and must be paid, in full, before the County will finally accept the road(s) in question. All such fees, once paid, shall be maintained by the County in a separate account used only for the road inspection program of the county, and will only be in such amount(s) as will be sufficient to maintain such program. Work done prior to inspection is done at the contractor's and owner's own risk and may, upon decision of the county engineer or designee, be required to be removed and redone or have the quality substantiated by any tests deemed necessary, all at the contractor's and/or owner's sole expense. Inspections shall be required for the following:

- (a) At the completion of clearing and grubbing operations;
- (b) At the completion of rough grading;
- (c) At the completion of all utility construction along road right-of-way (including but not limited to water, sewer, electrical);
- (d) At the completion of subgrade;
- (e) After installation and compaction of base course;
- (f) During all pavement applications; and
- (g) At final acceptance inspection"

(h) *Penalties.* Failure to comply with any of the requirements of this article constitutes a misdemeanor and shall be punishable as set forth in Section 1-7. In addition, in the event that the county must file a civil suit in order to enforce its rights under this article, the county shall be entitled to reasonable attorney's fees.

C. Section 26-107 of the County Code is hereby amended to read as follows:

“Section 26-107 Road signage.

- (a) All road signage shall meet the standards put forth in the Federal Highway Administration's Manual of Uniform Traffic Control Devices, and policies outlined in the “Oconee County Road Naming and Addressing Policies”.
- (b) Appropriate fees may be established by resolution, ordinance or other official act of county council from time to time to cover costs related to road signage.
- (c) All costs associated with the installation of signage in a new subdivision shall be borne by the developer/owner.

(d) All costs associated with changing signage on an existing road for nonemergency related reasons shall be paid by the party initiating the change.”

3. All other parts and provisions of the Oconee County Code of Ordinances not amended hereby, either explicitly or by implication, remain in full force and effect.

4. Should any part or provision of this Ordinance be deemed unconstitutional or unenforceable by any court of competent jurisdiction, such determination shall not affect the rest and remainder of this Ordinance, all of which is hereby deemed separable.

5. All ordinances, orders, resolutions, and actions of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

6. This Ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

ORDAINED in meeting, duly assembled, this ____ day of _____, 2010.

ATTEST:

Elizabeth Hulse,
Clerk to Oconee County Council

Reginald Dexter,
Chairman, Oconee County Council

First Reading: April 20, 2010
Second Reading: June 15, 2010
Third Reading: _____
Public Hearing: _____

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC

COUNCIL MEETING DATE: September 21, 2010
COUNCIL MEETING TIME: 6:00 PM

ITEM TITLE [Brief Statement]:

ORDINANCE 2010-28

AN ORDINANCE CREATING A STANDARD SET OF PROCEDURES AND POLICIES FOR THE CONSENT OF OCONEE COUNTY COUNCIL TO THE PROPOSED ABANDONMENT AND CLOSURE OF PUBLIC ROADS IN OCONEE COUNTY, SOUTH CAROLINA; REQUIRING PHYSICAL NOTICE THEREOF; SETTING THE REQUIREMENTS FOR THE ABANDONMENT AND CLOSURE OF PUBLIC ROADS IN OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO;

BACKGROUND DESCRIPTION:

The ordinance was developed as part of a discussion during the **July 1, 2010 Transportation Committee meeting**. The Transportation Committee approved a motion to take before consideration of full Council to develop an Ordinance that would create policies and procedures that could be standardized to follow as related to road closure and abandonment of maintenance along County roadways. At the **July 7, 2010 Council Meeting**, staff was directed to develop an Ordinance that standardized the policy and procedures to follow as related to road closure and abandonment of maintenance along County roadways.

SPECIAL CONSIDERATIONS OR CONCERNS [only if applicable]:

Three readings are required to adopt ORDINANCE 2010-28.

FINANCIAL IMPACT [Brief Statement]:

No. Check here if Item Previously approved in the Budget. No additional information required.

Approved by: _____ Finance

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No.

If yes, who is matching and how much.

NOT APPLICABLE

Approved by: _____ Grants

ATTACHMENTS

ORDINANCE NO. 2010-28

STAFF RECOMMENDATION [Brief Statement]:

Approve ORDINANCE NO. 2010-28 for first reading.

Submitted or Prepared By:

D. Mack Kelly, Jr., PE, PLS, CFM
Department Head/Elected Official

Approved for Submittal to Council:


T. Scott Moulder, County Administrator

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
ORDINANCE 2010-28**

AN ORDINANCE CREATING A STANDARD SET OF PROCEDURES AND POLICIES FOR THE CONSENT OF OCONEE COUNTY COUNCIL TO THE PROPOSED ABANDONMENT AND CLOSURE OF PUBLIC ROADS IN OCONEE COUNTY, SOUTH CAROLINA; REQUIRING PHYSICAL NOTICE THEREOF; SETTING THE REQUIREMENTS FOR THE ABANDONMENT AND CLOSURE OF PUBLIC ROADS IN OCONEE COUNTY; AND OTHER MATTERS RELATED THERETO

WHEREAS, Oconee County, a body politic and corporate and political subdivision of the State of South Carolina (the “County”), acting by and through its County Council (the “County Council”), is responsible for the creation, management, upkeep, maintenance, and safety of public roads designated as County roads in Oconee County; and,

WHEREAS, From time to time, County Council receives requests for the abandonment and closure of County public roads and the reversion of the fee or the easement relating to such roads to the abutting property owners or to other proper parties in interest; and,

WHEREAS, Such abandonment and closure of County public roads may or may not be in the best public interest, but, without adequate investigation and inquiry by County Council and the County roads and bridges personnel and the Transportation Committee of the County Council, and without adequate input from members of the Oconee County public, County Council may not be able to determine the best public interest; and,

WHEREAS, Before any County public road may be finally and formally abandoned and closed and the underlying fee or easement transferred to any other party, an action must be brought by the private party in interest, if any, pursuant to Section 57-9-10, South Carolina Code, 1976, as amended, and following prescribed advertised notice and service of process, to have a South Carolina Circuit Court formally approve and declare such abandonment and closure; and,

WHEREAS, The statutory process established by such Section 57-9-10 does not require posting a physical notice on the road in question; and,

WHEREAS, Oconee County Council, in light of the foregoing, desires to undertake such steps as are necessary to create policies and procedures which ensure that County Council acts in the best interests of the entire Oconee County public in giving its consent for the abandonment and closure of any County public road in Oconee County; and, desires to create uniform policies and procedures for ascertaining the overall public need relating to such abandonment and closure, so that such abandonment and closure are done with uniformity and predictability, always reflecting the best interests of the Oconee County public; and, desires to ensure maximum notice is given of the proposed abandonment and closure of any County public road, by including physical posting of such notice; and desires to establish the minimum required procedures for such abandonment and closure of public roads in Oconee County:

NOW, THEREFORE, it is hereby ordained by Oconee County Council, in meeting duly assembled, that:

1. Prior to any request for abandonment and closure of an Oconee County public road being brought before County Council, County staff, including, without limitation, the Oconee County Roads and Bridges Department, will conduct a thorough investigation, adequate to determine: whether the road in question is, or ever has been, a County road; whether the road still is a County road; whether the road is still in general public use or has been practically abandoned; whether the County has any documentation relating to the status of the road, such as a dedication of right of way or easement, or a deed, or whether such road was subject to a prescriptive easement or easement by usage; whether there is any other information which would assist County Council in determining whether the best interests of the Oconee County public will be served by consenting to the abandonment and closure of the road in question or by not so consenting. As a part of the investigatory process addressed herein, the Oconee County Roads and Bridges Department will post, adjacent to the road in question, a sign, marked so as to be as conspicuous as possible, prominently providing notice that the road, or portion thereof abutting the sign, is proposed for abandonment and closure, soliciting citizen comments concerning such proposed abandonment and closure, and providing notice of address and telephone number at the Oconee County Public Works Department to which concerned citizens may forward comments concerning such proposed abandonment and closure.

2. Following the investigation referred to in paragraph 1, *supra*, County staff will make a recommendation to the Transportation Committee of Oconee County Council, which, in turn, will make a recommendation to Oconee County Council as to whether the request for abandonment and closure should be honored or not, and provide the results of the staff investigation to County Council for its use and final determination whether the County will consent to such abandonment and closure. Included with the recommendation will be any public comments received and the recommendation(s) of County staff and the Transportation Committee.

3. County Council shall then, in public meeting, make a determination as to whether the request for abandonment and closure should be consented to by the County, acting by and through County Council, and shall signify its decision by motion, if such decision be negative, and shall signify its decision by Resolution of County Council, if such decision be positive.

4. If County Council consents to the abandonment and closure of a County public road, as addressed herein, the Resolution of County Council consenting to such abandonment and closure shall state, with particularity, the road, or section thereof, to be closed; the basis for County Council's decision to consent to the abandonment and closure of the road; and the absolute requirement that, prior to the road, or portion thereof, in question being closed, the primary private party(ies) in interest (unless the County, itself, is the party requesting the road closure, in which case the County will be the primary party in interest to comply with this Section) shall fully comply with all applicable law, including, without limitation, Section 57-9-10, South Carolina Code, 1976, as amended, and shall provide all required notice and service of process. Only upon the meeting of such conditions and the fulfillment of such procedures will the County Council consent to such abandonment and closure be considered final, and that shall be stated in such resolution.

5. The foregoing four steps of the procedure for closing and abandoning Oconee County roads shall be codified as “Section 26-9. **Road Closure and Abandonment.**” in Chapter 26 of the Oconee County Code of Ordinances. The current “Section 26-9. **Legal Provisions.**” will be numbered as Section 26-10, and subparagraph “(c) *Severability*” thereof shall be deleted.

6. Should any portion of this Ordinance be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such determination shall not affect the remaining terms and provisions of this ordinance, all of which are hereby deemed separable.

7. All orders, resolutions, and enactments of Oconee County Council inconsistent herewith are, to the extent of such inconsistency only, hereby repealed, revoked, and rescinded.

8. This ordinance shall take effect and be in full force and effect from and after third reading and enactment by Oconee County Council.

Adopted in meeting duly assembled this ___ day of _____, 2010.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter
Chairman, Oconee County Council

ATTEST

Elizabeth G. Hulse
Clerk to County Council

First Reading:
Second Reading:
Public Hearing:
Third Reading:

STATE OF SOUTH CAROLINA
OCONEE COUNTY
RESOLUTION R2010-13

**A RESOLUTION ACKNOWLEDGING AND AUTHORIZING
THE EXECUTION OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN OCONEE COUNTY AND THE
TOWN OF WEST UNION FOR THE PROVISION OF A
COUNTY MAGISTRATE TO ACT AS MUNICIPAL JUDGE
FOR THE TOWN OF WEST UNION; AND OTHER MATTERS
RELATED THERETO.**

WHEREAS, Oconee County, South Carolina (“Oconee County”), is a body politic and corporate and a political subdivision of the State of South Carolina; and,

WHEREAS, the Town of West Union (the “Town”) has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the “Act”), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, significant changes in South Carolina laws have made it unfeasible for some municipalities to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County Magistrate’s Office (“County Magistrate’s Office”) has the capability to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction thereby providing this vital service to the citizens of West Union on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town is willing to compensate the County Magistrate’s Office for providing the Town with a county magistrate to act as a municipal judge, and the Town has formally requested a contractual arrangement with Oconee County so that the County Magistrate’s Office may make a county magistrate available to be designated by the Town as a municipal judge; and,

WHEREAS, the County Magistrate’s Office is willing to provide the Town with a county magistrate, to act as a municipal judge to hear and determine all cases under the Town’s jurisdiction in return for compensation from the Town; and,

WHEREAS, Oconee County recognizes that such an arrangement would efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the “Order”) authorizing the Chief Magistrate of Oconee County to assign any county magistrate as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and Oconee County desire to enter into an intergovernmental agreement (the “Agreement”) in the form attached as **Exhibit A**, and incorporated by this reference; and,

WHEREAS, pursuant to the Agreement, Oconee County intends to pay the assigned magistrate additional and clearly separable compensation solely for additional duties as a Municipal Judge for the Town, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, *as amended*, only if the assigned magistrate signs a document acknowledging that the compensation is separable and solely for such additional duties as Municipal Judge.

NOW, THEREFORE, be it resolved by Oconee County Council in meeting duly assembled that:

1. Oconee County, acting by and through the Oconee County Council, hereby acknowledges and accepts the Agreement.
2. The Oconee County Administrator is authorized to execute the Agreement on behalf of Oconee County and may take all other steps and actions as are necessary or appropriate to enter into and enforce the Agreement.
3. The Oconee County Administrator shall ensure that any payments made to the assigned magistrate pursuant to or as a result of the Agreement are additional and clearly separable compensation solely for additional duties as a Municipal Judge for the Town, over and above and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, *as amended*, and the Oconee County Administrator shall ensure that before any payment is made, the assigned magistrate signs a document acknowledging that the compensation is separable and solely for such additional duties as Municipal Judge and will last only so long as the assigned magistrate is performing such duties.
4. All orders and resolutions in conflict herewith are, to the extent of such conflict only, repealed and rescinded.
5. Should any part or portion of this resolution be deemed unconstitutional or otherwise unenforceable by any court of competent jurisdiction, such finding shall not affect the remainder hereof, all of which is hereby deemed separable.
6. This resolution shall take effect and be in force immediately upon enactment.

RESOLVED in meeting, duly assembled, this ____ day of _____ 2010.

OCONEE COUNTY, SOUTH CAROLINA

Reginald T. Dexter,
Chairman, Oconee County Council

ATTEST:

Elizabeth G. Hulse
Clerk to Oconee County Council

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is made and entered into this 13 day, of August, 2010, by and between Oconee County, South Carolina (the "County"), and the Town of West Union, South Carolina, (the "Town").

WHEREAS, the Town has established a municipal court, which is part of the South Carolina unified judicial system, to hear and determine all cases within its jurisdiction; and,

WHEREAS, pursuant to §14-25-25 of the South Carolina Code of Laws, 1976, as amended (the "Act"), a municipality may, after establishing a municipal court by ordinance, contract with a county governing authority for the services of a magistrate to serve as its municipal judge and may designate such magistrate as its municipal judge; and,

WHEREAS, significant changes in South Carolina laws have made it unfeasible for some municipalities to continue to operate municipal courts on an efficient, economical basis; and,

WHEREAS, the Town acknowledges that the Oconee County Magistrate's Office ("County Magistrate's Office") has the capability to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction thereby providing this vital service to the citizens of West Union on an uninterrupted basis with maximum cost efficiency; and,

WHEREAS, the Town is willing to compensate the County Magistrate's Office for providing the Town with a County magistrate, to act as a municipal judge and the Mayor and Town Council of the Town have formally requested a contractual arrangement with the County so that the County Magistrate's Office is authorized to make a magistrate available to provide the service required by the Town and be designated by the Town as a municipal judge; and,

WHEREAS, the County and the County Magistrate's Office are willing to provide the Town with a County magistrate, to act as a municipal judge to hear and determine all cases under the Town's jurisdiction in return for compensation from the Town; and,

WHEREAS, the County and the Town recognize that such an arrangement would efficiently serve the taxpayers of both governmental entities; and,

WHEREAS, on December 2, 1982, the Chief Justice of the South Carolina Supreme Court issued an Order (the "Order"), attached as Exhibit A, and incorporated by this reference, authorizing the Chief Magistrate of the County to assign any magistrate of the County as the municipal judge for the Town; and,

WHEREAS, through the authority granted by the Act, and in accordance with the Order, the Town and the County desire to enter into this Agreement.

NOW THEREFORE, in consideration of the foregoing and other good and valuable consideration, the Town and the County agree as follows:

1. **Services Provided By County and County Magistrate's Office:**

- a. The County agrees to authorize the County Magistrate's Office to provide judicial services and perform judicial duties for the Town by assigning a magistrate by and through a request made to the Chief Justice of the South Carolina Supreme Court, pursuant to the Chief Justice's powers as administrative head of the unified judicial system, to act as the municipal judge for the Town, in addition to the assigned

magistrate's normal duties as a magistrate for the County. The County will pay the assigned magistrate additional, clearly separable compensation solely for such additional duties as Municipal Judge, over and above, and not as a part of the compensation received by such assigned magistrate for his or her duties as magistrate pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended, and the assigned magistrate will sign a document acknowledging that the compensation is separable and solely for such additional duties as Municipal Judge.

- p. The assigned magistrate will:
 - i. Hold Court at least once a month; and,
 - ii. Conduct jury and bench trials for the Town on an as needed basis. All trials will be scheduled by the County Magistrate's Office; and,
 - iii. Issue arrest warrants and search warrants on a prompt and reasonable basis and based upon appropriate standards, hold bond hearings and preliminary hearings, and be responsible for all other judicial duties as required by law; and,
 - iv. Be on call, but only within the hours prescribed for the conduct of his or her duties for the Town and not as an extension of his or her County hours, it being understood and agreed by all parties hereto that the assigned magistrate's duties as municipal judge are in addition to, separate, and apart from his or her duties as a magistrate for the County for purposes of pay and determination as a full-time or part-time magistrate for the County.
 - v. Should the regular duties of the assigned magistrate conflict with providing services to the Town, the assigned magistrate will always handle any duties in connection with the County Magistrate's Office first.

2. Reimbursement for Municipal Judge and Responsibilities of Town:

- a. The Town shall reimburse the County \$400.00 (Four Hundred Dollars) per month, in advance, on or before the 1st day of each month on and after the effective date of this Agreement, which will be the amount of additional compensation paid to the assigned magistrate by the County, solely for his or her additional duties as the municipal judge.
- b. The Town further agrees to:
 - i. Reimburse the County the sum of \$25.00 (Twenty-Five Dollars) per month, in advance, on or before the 1st day of each month on or after the effective date of this Agreement, for office supplies and postage needed for summoning of jurors, keeping of docket records and forwarding various notices to defendants, attorneys and to the South Carolina Court Administration ("Court Administration");
 - ii. Reimburse the County for the actual juror costs incurred by the County for jury trials conducted on behalf of the Town, on or before the thirtieth (30th) day after receiving an invoice from the County that details the actual costs incurred by the County; and,

- iii. Designate the assigned magistrate as the Town's municipal judge for purposes of this Agreement.
- c. The Town acknowledges and understands that the assigned magistrate will still have his or her regular duties in connection with the County Magistrate's Office, for which the assigned magistrate will receive his or her usual County pay pursuant to §22-8-40 of the South Carolina Code of Laws, 1976, as amended.
- d. The Town acknowledges that, in the sole discretion of the Chief Magistrate of the County, all activities of the assigned magistrate and the assigned clerk of court pursuant to this Agreement may be conducted outside of the city limits of the Town of West Union, and specifically, that such activities may be conducted at the office of the assigned magistrate and the assigned clerk of court.

3. **Term of Agreement:** The term of this Agreement will commence on 9/1/10 and shall thereafter be renewed automatically on a monthly basis.

4. **Termination of Agreement:** Either party may terminate this Agreement with thirty (30) days written notice of termination. This Agreement is always subject to appropriation of funds. In the event of non-appropriation by either party, this Agreement will be deemed terminated ninety (90) days following such non-appropriation.

5. **Notice to the County and the Town:** Unless otherwise specifically provided in this Agreement or by law, any and all notices or other communications required or permitted by this Agreement or by law to be served on, given to, or delivered to either party in this Agreement shall be in writing and shall be deemed duly served, given, delivered and received when personally delivered (including confirmed overnight delivery service to the party to whom it is directed), or in lieu of such personal delivery, when three (3) business days have elapsed following deposit thereof in the United States mail, first-class postage prepaid, certified, return receipt requested, addressed to:

County:	Administrator Deecee County 415 South Pine Street Walhalla, SC 29681	(with copy to):	Chief Magistrate, Deecee County 207-A H. N. 1 st Street Seneca, SC 29678
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Town: Town of West Union
1442 W. Main St.
West Union, SC

Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

6. **Breach of Agreement:** Failure of either party to perform any of its covenants or conditions under the Agreement is a breach of the Agreement, and, in the event of breach, the non-breaching party will have the right to any legal remedy provided under the laws of the State of South Carolina.

7. **Unavoidable Delay - Force Majeure:** If either party shall be delayed or prevented from the performance of any act required by this Agreement by reason of acts of God, strikes, lockouts, labor troubles, inability to procure materials, restrictive governmental laws, or regulations or

other cause, without fault and beyond the reasonable control of the party obligated (financial inability excepted), performance of such act will be excused for the period of the delay; and the period for the performance of any such act will be extended for a period equivalent to the period of such delay; provided, however, nothing in this Section shall excuse the Town from the prompt payment of any fee or other charge required of the Town except as may be expressly provided elsewhere in this Agreement.

8. **Inconsistent Terms:** To the extent that any provisions of the Town's or the County's ordinances are inconsistent with the terms of the Agreement, the Town or the County will waive said ordinance provisions and said provisions will not apply to the Town or County for purposes of this agreement, its terms and provisions, application and implementation. The Agreement shall be approved by ordinances enacted by the Town and the County, in order to constitute binding legal authority of each.

9. **Severability of Agreement:** In the event any portion of this Agreement is declared invalid or unenforceable, the remaining portions hereof shall remain in full force and effect.

10. **Waivers and Amendments to Agreement:** No modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the party against which the enforcement of such modification, waiver, amendment, discharge or change is or may be sought.

11. **No Waiver of Breach:** No failure by either the County or Town to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term or condition. No waiver of any breach shall affect or alter this Agreement, but each and every covenant, condition, agreement and term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach.

12. **Captions:** Captions in this Agreement are inserted for convenience of reference only and do not define, describe or limit the scope or the intent of this Agreement or any of the terms hereof.

13. **Controlling Law:** This Agreement shall be construed and enforced under the laws of the State of South Carolina.

OCONEE COUNTY

BY: _____
TTS: Administrator
DATE: _____

TOWN OF WEST UNION

BY: Sharon Kunnery
TTS: Mayor
DATE: 8-19-10

CHIEF ADMINISTRATIVE JUDGE

BY: 
DATE: 8/13/10

Exhibit A

The Supreme Court of South Carolina

ORDER

I find that the governing body of Goose County has entered into an agreement with the municipality of West Union to provide a magistrate to provide over the West Union Municipal Court.

Pursuant to the powers vested in the Chief Justice by Section 5, Article V of the South Carolina Constitution,

IT IS ORDERED that, pursuant to Chapter 10 of the Acts of 1980, any magistrate in Goose County may be retained on service as the municipal judge for the municipality of West Union. Appointment of magistrates on such service shall be made by the Chief Judge for Administrative Purposes for Goose County.

The magistrate assigned to serve as municipal judge shall retain the powers, duties and jurisdiction conferred upon magistrates. The magistrate shall not be compensated for his services by the municipality.

IT IS FURTHER ORDERED that the magistrate who is assigned to a municipality shall be held responsible for the maintenance of separate and distinct records for both the magistrate's court and the municipal court.

2010

La. 03

EXHIBIT A

The Supreme Court of North Carolina

All papers, such as the monthly summary reports required by Article IV of the Constitution, passed June 22, 1990, shall be filed separately. All bookkeeping, including general books, check books, check stubs, checking accounts and related books, as well as all supplies of forms shall be accounted separately.

The foregoing provisions shall remain in full force and effect until amended or repealed by order of the Chief Justice.

[Signature]
J. BOB BOWEN
Chief Justice

December 2, 1998
COURT HOUSE, RALEIGH, NORTH CAROLINA

By consent:

[Signature]
WALTER B. GOSSELINK, JR.
CLERK OF THE COURT

[Signature]
JOHN S. HUNTER, JR.
CLERK OF THE COURT

JACQUELINE BROWN BOWEN
[Signature]
CLERK OF THE COURT

AGENDA ITEM SUMMARY
OCONEE COUNTY, SC
August 3, 2010
COUNCIL MEETING DATE: 09-21-2010
COUNCIL MEETING TIME: 7:00 PM

ITEM TITLE OR DESCRIPTION:

Formal presentation of proposed Oconee County Millage for 2010-2011

BACKGROUND OR HISTORY:

Millage required for 2010 tax year to fund 1) Operational budgets for Oconee County, The School District of Oconee County and Oconee County's share of Tri-County Tech's operation 2) Bond payments for the County, School District and Tri-County Technical College, 3) Special projects as set forth by County Council such as Economic Development and Bridges and Culverts

SPECIAL CONSIDERATIONS OR CONCERNS:

N/A

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2001-15 guidelines? Yes / No (review #2001-15 or Procurement's website). If no, explain briefly:

STAFF RECOMMENDATION:

Millage is set in September to provide tax calculations for timely processing of tax notices beginning in October as set forth by the SC Department of Revenue.

FINANCIAL IMPACT:

COMPLETE THIS PORTION FOR ALL GRANT REQUESTS:

Are Matching Funds Available: Yes / No
If yes, who is matching and how much:

ATTACHMENTS

Reviewed By/ Initials:


_____ County Attorney

_____ Finance

_____ Grants

_____ Procurement

Submitted or Prepared By:


Kenneth E. Nix, Auditor

Approved for Submittal to Council:


Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.



Kenneth E. Nix
Oconee County Auditor

415 S. Pine Street,
Walhalla, SC 29691
Telephone 864-638-4161
Fax 864-718-1015

Memorandum

To: Oconee County Council Members
From: Kenneth E. Nix, Auditor
CC: Scott Moulder, Administrator
Date: September 21, 2010
Re: 2010/2011 Tax Levies

Pursuant to Oconee County Ordinance 2010-11 (an ordinance to establish the budget for Oconee County and to provide for the levy of taxes for ordinary county purposes) and Oconee County Ordinance 2010-12 (an ordinance to establish the budget for the School District of Oconee County) for the fiscal year beginning July 1, 2010 and ending June 30, 2011, I submit, on the following enclosures, recommendations for millage to cover the required expenditures.

Also in accordance with SC Code Sections 4-13-150 and 59-71-150, and on the following enclosures, I recommend the appropriate millage to cover bond payments as well as funding bond repayment sinking funds as required by debt covenants. As directed, the balance of such fund(s) shall never exceed the total amount necessary to reasonably meet eighteen months of expected debt service requirement.

In conclusion, please be advised that calculations of the assessed values of properties of Oconee County are based upon the most recent data obtainable and the millage is hereby set on assumptions made by the Auditor based using historical trends as well as current economic conditions. Data is supplied by the Oconee County Assessor, Auditor, Treasurer and from the SC Department of Revenue. Assessed values are constantly changing due to appeals, amendments and changes of residency, therefore conservative estimates are made to adequately meet the budgetary needs of Oconee County. Shortfalls in the assessed values could lead to shortfalls in taxes collected thus requiring budget restraints. The Auditor commits to providing periodic assessment estimates to the Administrator and Finance Director in order to appropriately communicate changes in values that could affect County revenues.

**Oconee County, South Carolina
Proposed Millage Rates for fiscal Year 2010-2011**

	Incorporated Mills	Unincorporated Mills
I. County		
County Operations	61.1	81.1
Fire -unincorporated		2.9
Economic Development	1.0	1.0
Bridges/Culverts	1.0	1.0
County Refunding Bond	1.9	1.9
Tri-County Operations	2.1	2.1
Total County	<u>67.1</u>	<u>70.0</u>
II. School		
School Operations	<u>107.1</u>	<u>107.1</u>
School Bonds:		
2000 School	1.4	1.4
2003 Refunding	6.9	6.9
2004 Refunding	3.0	3.0
2006 School	1.9	1.9
2007 School	3.0	3.0
2009 A School	1.2	1.2
2009 B/98 School	0.9	0.9
2009 C School	2.1	2.1
2010 School	10.6	10.6
Total School Bonds	<u>31.0</u>	<u>31.0</u>
Total School	<u>138.1</u>	<u>138.1</u>
Grand Total Mills	<u>205.2</u>	<u>208.1</u>

Proposed by:

Kenneth E. Nix
Oconee County Auditor

Approved by Oconee County Council
September 21, 2010

Reginald Dexter
Oconee County Council Chairman



Kenneth E. Nix
Oconee County Auditor

415 S. Pine Street,
Walhalla, SC 29691
Telephone 864-638-4161
Fax 864-718-1015

Memorandum

To: Oconee County Council Members

From: Kenneth E. Nix, Auditor

CC: Scott Moulder, Administrator

Date: September 21, 2010

Re: Keowee Fire District

Pursuant to Ordinance 2010-13, an ordinance to provide for the levy of taxes for the Keowee Fire Special Tax District for the fiscal year beginning July 1, 2010 and ending June 30, 2011, the following assessments are used to determine a millage value of \$45,316 and requiring 14.4 mills for approved budget expenses of \$650,509.

Real Property \$42,261,588

Personal Property \$ 1,076,555

Vehicles \$ 1,977,515

Total \$45,315,658

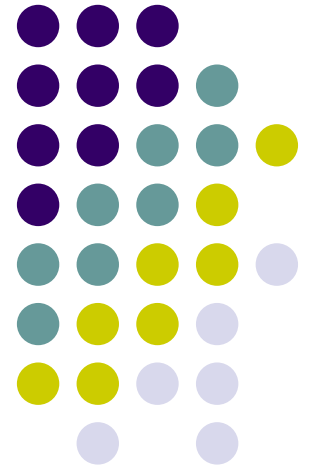
Mill Value \$45,316

Oconee County Proposed Millage TY 2010

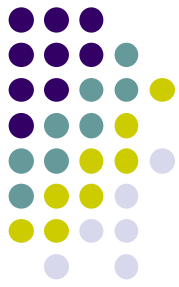


Ken Nix

Oconee County Auditor

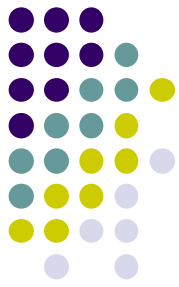


TAX YEAR 2010 MILLAGE



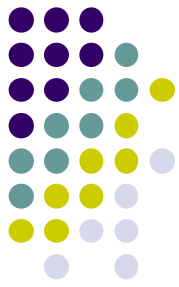
- 208.1
- Reduction of 7.2 Mills
- Savings to Taxpayers -
\$3,675,029

ASSESSED VALUE



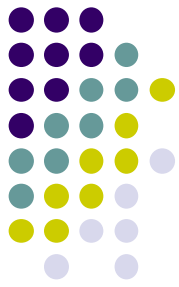
- County - \$502,038,091
- SDOC - \$524,538,091

KEY CONTRIBUTORS



- Residential
- Manufacturing
- Utilities
- Vehicles
- Industrial Abatement

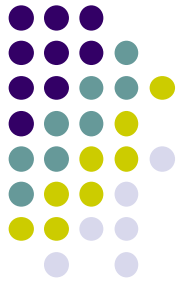
VALUE OF A MILL



- County Millage = \$502,038
- School Millage = \$524,538



PROPOSED MILLAGE



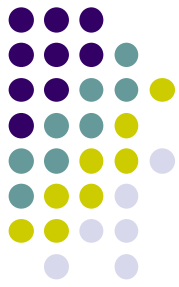
Tax Year 2010

Oconee County, South Carolina

Millage Rates for Fiscal Year 2010-2011



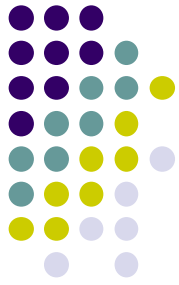
COUNTY	Incorporated Mills (Inside City Limits)	Unincorporated Mills (Outside City Limits)
County Operations	61.1	61.1
Economic Development	1.0	1.0
Bridges/Culverts	1.0	1.0
Fire-Unincorporated		2.9
County Refunding Bond	1.9	1.9
Tri-County Technical College	2.1	2.1
COUNTY	67.1	70.0
SDOC		
School Operations	107.1	107.1
School Bonds:		
2000 School	1.4	1.4
2003 Refunding	6.9	6.9
2004 Refunding	3.0	3.0
2006 School	1.9	1.9
2007 School	3.0	3.0
2009 A School	1.2	1.2
2009 B/98 School	0.9	0.9
2009 C School	2.0	2.1
2010 School	10.7	10.6
TOTAL SCHOOL BONDS	31.0	31.0
TOTAL SCHOOL MILLAGE	138.1	138.1
GRAND TOTAL MILLS	205.2	208.1



Oconee County, South Carolina

Comparison of Millage Rates for
TAX YEARS 2009 – 2010

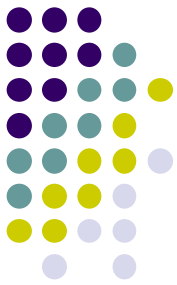
I.	COUNTY	TY 2009	TY 2010	Difference
	County Operations	63.9	61.1	(2.8)
	Economic Development	1.0	1.0	0.0
	Bridges/Culverts	1.0	1.0	0.0
	Fire -Unincorporated	2.9	2.9	0.0
	County Refunding Bond	1.4	1.9	0.5
	Tri-County Tech. College	2.7	2.1	(0.6)
	TOTAL COUNTY MILLAGE	72.9	70.0	(2.9)
II.	SDOC OPERATIONS	111.4	107.1	(4.3)
	School Bonds:			
	2000 School	2.9	1.4	(1.5)
	2003 Refunding	2.2	6.9	4.7
	2004 Refunding	3.6	3.0	(0.6)
	2006 School	1.7	1.9	0.2
	2007 School	2.1	3.0	0.9
	2009 A School	15.7	1.2	(14.5)
	2009 B/ 98 SCHOOL	0.9	0.9	0.0
	2009 C School	1.9	2.0	0.1
	2010 School	0	10.7	10.7
	Total School Bond Millage	31	31.0	0.0
	TOTAL SCHOOL MILLAGE	142.4	138.1	(4.3)
	GRAND TOTAL MILLS	215.3	208.1	(7.2)



Savings to Taxpayer

\$100,000

2009 Versus 2010 Tax Dollars Due



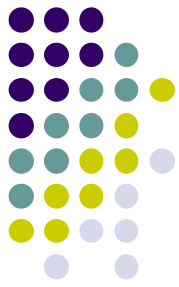
NON-RESIDENTIAL PROPERTY								
Tax Year	Home Value	Non-Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2009/2010	\$100,000.00	6%	\$ 6,000.00	215.3	\$ 1,291.80	-	-	\$ 1,291.80
2010/2011	\$100,000.00	6%	\$ 6,000.00	208.1	\$ 1,248.60	-	-	\$ 1,248.60
DIFFERENCE (INCREASE (DECREASE) IN TAX)				(7.2)				\$ (43.20)

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)								
Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2009/2010	\$100,000.00	4%	\$ 4,000.00	215.3	\$ 861.20	\$ (445.60)	-	\$ 415.60
2010/2011	\$100,000.00	4%	\$ 4,000.00	208.1	\$ 832.40	\$ (428.40)	-	\$ 404.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				(7.2)			-	\$ (11.60)

RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION								
Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2009/2010	\$100,000.00	4%	\$ 4,000.00	215.3	\$ 861.20	\$ (445.60)	\$ (207.80)	\$ 207.80
2010/2011	\$100,000.00	4%	\$ 4,000.00	208.1	\$ 832.40	\$ (428.40)	\$ (202.00)	\$ 202.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				(7.2)				\$ (5.80)

\$250,000

2009 Versus 2010 Tax Dollars Due



NON-RESIDENTIAL PROPERTY								
Tax Year	Home Value	Non-Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2009/2010	\$250,000.00	6%	\$ 15,000.00	215.3	\$ 3,229.50	-	-	\$ 3,229.50
2010/2011	\$250,000.00	6%	\$ 15,000.00	208.1	\$ 3,121.50	-	-	\$ 3,121.50
DIFFERENCE (INCREASE (DECREASE) IN TAX)				(7.2)				\$ (108.00)

RESIDENTIAL PROPERTY (NO HOMESTEAD EXEMPTION)								
Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2009/2010	\$250,000.00	4%	\$ 10,000.00	215.3	\$ 2,153.00	\$ (1,114.00)	-	\$ 1,039.00
2010/2011	\$250,000.00	4%	\$ 10,000.00	208.1	\$ 2,081.00	\$ (1,071.00)	-	\$ 1,010.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				(7.2)			-	\$ (29.00)

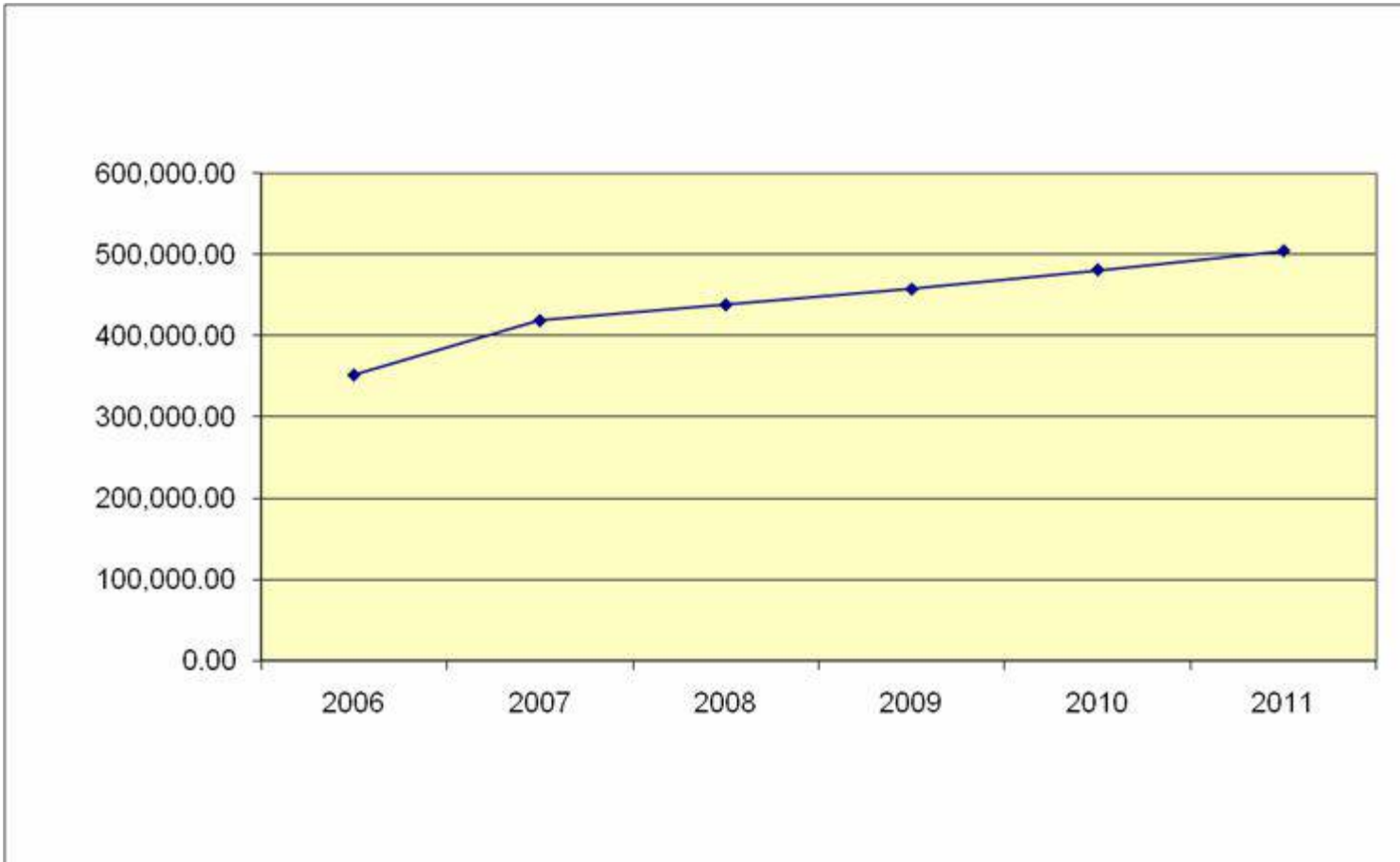
RESIDENTIAL PROPERTY WITH HOMESTEAD EXEMPTION								
Tax Year	Home Value	Residential Ratio	Assessment	Millage	Taxes	Less School Operating Millage	Homestead Exemption	Estimated Tax Due
2009/2010	\$250,000.00	4%	\$ 10,000.00	215.3	\$ 2,153.00	\$ (1,114.00)	\$ (207.80)	\$ 831.20
2010/2011	\$250,000.00	4%	\$ 10,000.00	208.1	\$ 2,081.00	\$ (1,071.00)	\$ (202.00)	\$ 808.00
DIFFERENCE (INCREASE (DECREASE) IN TAX)				(7.2)				\$ (23.20)

VALUE OF MILL TREND

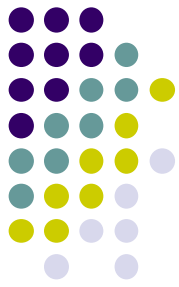


<i>2005-2006 Tax Levy</i>	<i>2006-2007 Tax Levy</i>	<i>2007-2008 Tax Levy</i>	<i>2008-2009 Tax Levy</i>	<i>2009-2010 Tax Levy</i>	<i>2010-2011 Tax Levy</i>
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Fiscal Year	2006	2007	2008	2009	2010	2011
Percentage	10%	19%	5%	4%	5%	5%

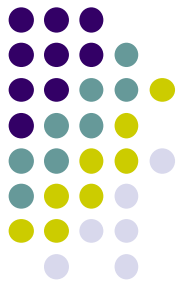


NEXT YEAR 2011

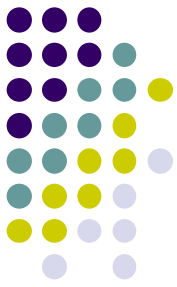


- Reassessment
 - 2011 – NOT 2010
 - 15% Cap
 - Millage
- Software Issues
 - Manual Data Entry
 - Software Fix

TAX NOTICES

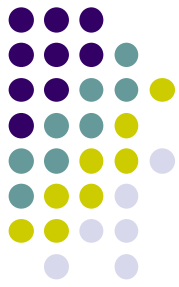


- Processed On Time (Pending Millage Approval)
- On Public Access Computers as of October 1st “THE LAW”
- Notices In Mail 1 – 2 Weeks



HIGHPOINTE/ POINTE WEST

- Current Bond Payment
- Current Anticipated Tax Dollars
- Total Project Tax Dollars
- 15% Collateral of Existing FILOT

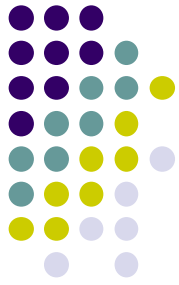


CITY MILLAGE

KEOWEE FIRE DISTRICT

9/17/2010

City	2008/2009	2009/2010	2010/2011	2010 Allowable %	Percent Change
Salem	31.0	32.4	32.4	0.08%	0%
Seneca	52.3	52.3	52.3	0%	0%
Walhalla	84.0	84.0	84.0	0%	0%
West Union	40.3	41.3	41.3	0%	0%
Westminster	90.7	90.7	90.7	0%	0%
Keowee Fire	13.5	14.5	14.4		-1%



QUESTIONS

**AGENDA ITEM SUMMARY
OCONEE COUNTY, SC**

**COUNCIL MEETING DATE: September 21, 2010
COUNCIL MEETING TIME: 7:00 PM**

ITEM TITLE OR DESCRIPTION:

Change Order # 3 not to exceed the amount of \$358,850.00 to Purchase Order 46712 to Plateau Excavation of Austell, GA, Award of Bid 08-32, Runway 25 and Parallel Taxiway Extension at the Oconee County Airport. This Change Order is for adjustments to the original contract amount based on the expansion of the haul road.

BACKGROUND OR HISTORY:

On August 4, 2009, County Council approved the award of Bid 08-32 to Plateau Excavation in the amount of \$3,451,481.50, to increase the runway length to a total of 5,000 feet. This bid included pavement removal, excavation and embankment, grading, drainage, paving, marking, seeding and mulching and lighting modifications. Change Order # 1 was approved in November of 2009 for additional clearing in the amount of \$34,200.00. Change Order #2 (Revised) was approved on August 17, 2010, in the amount of \$981,451.50 for adjustments to the original contract amount based on DHEC requirements. Change Order #3 is now needed to cover sediment erosion control items associated with the haul road that Plateau Excavation built across the entire airport, from Shiloh Road to the construction of the runway extension.

SPECIAL CONSIDERATIONS OR CONCERNS:

COMPLETE THIS PORTION FOR ALL PROCUREMENT REQUESTS:

Does this request follow Procurement Ordinance #2010-02 guidelines? Yes

STAFF RECOMMENDATION:

Staff recommends that Council approve Change Order #3 in the amount of \$358,850.00. This brings the total contract amount to \$4,825,983.00.

FINANCIAL IMPACT:

The entire amount of this Change Order #3 may not be needed. Staff is requesting Council approval for the entire amount, but plans to work with Plateau and Talbert & Bright to reduce some of the costs associated with the haul road expansion. At this time there are no additional grant funds available to cover this Change Order #3 and the amount needed will come from fund balance.

ATTACHMENTS

Reviewed By/ Initials:

_____ County Attorney _____ Finance _____ Grants _____ Procurement

Submitted or Prepared By:

Approved for Submittal to Council:

Department Head/Elected Official

T. Scott Moulder, County Administrator

Council has directed that they receive their agenda packages a week prior to each Council meeting, therefore, Agenda Items Summaries must be submitted to the Administrator for his review/approval no later than 12 days prior to each Council meeting. It is the Department Head / Elected Officials responsibility to ensure that all approvals are obtained prior to submission to the Administrator for inclusion on an agenda.

A calendar with due dates marked may be obtained from the Clerk to Council.

TALBERT & BRIGHT, INC.
CHANGE ORDER

NO. 3 (Revision No. 1)

DATED: September 8, 2010

PROJECT: Runway 25 and Parallel Taxiway Extension

AIP NO.: 3-45-0018 17, 18, & 19

TBI NO.: 3401-0902

AIRPORT: Connee County Regional Airport

OWNER: Connee County

CONTRACTOR: Plateau Excavation, Inc.

ADDRESS: 375 Lee Industrial Blvd

CONTRACT DATE: August 2009

Austell, Georgia 30169

TO: Plateau Excavation, Inc.

(CONTRACTOR)

ORIGINAL CONTRACT AMOUNT

\$3,451,481.50

PREVIOUS CHANGES

\$1,018,651.50

CONTRACT AMOUNT PRIOR TO THIS CHANGE ORDER

\$4,467,133.00

NET ADDITION RESULTING FROM THIS CHANGE ORDER

\$ 253,684.00

CURRENT CONTRACT AMOUNT INCLUDING THIS CHANGE ORDER

\$4,720,817.00

NET CONTRACT INCREASE TO BE DETERMINED LATER

TBD (CALENDAR DAYS)

CURRENT CONTRACT TIME INCLUDING THIS CHANGE ORDER

300 (CALENDAR DAYS)

- A. The aforementioned change and work affected thereby are subject to all contract stipulations and covenants unless as otherwise modified herein.
- B. Contractor, Talbert & Bright, and Owner agree that by each party's execution of this Change Order, and by payment to Contractor pursuant to this Change Order, and notwithstanding anything in the Contract with Contractor for the above stated Project to the contrary, Contractor and Owner waive no right to later contest Owner's liability for, or Contractor's right to additional payment for, the work that is the subject of this Change Order.
- C. Contractor, Talbert & Bright, and Owner agree that notwithstanding anything to the contrary stated in the Contract for the above stated Project, the work paid for by this Change Order does not require a Supplemental Agreement or separate payment and performance bonds as provided in the Contract. Further, this Change Order is voidable by the County unless the Contractor's Surety provides its written agreement or acknowledgement that it does not object to any statement or change in the Contract created by this Change Order, and that nothing in this Change Order waives any right of Owner or any other party that may claim under Contractor's Payment Bond or Performance Bond on this Project to seek relief pursuant to the terms of either Bond for any claim arising under the Contract or this Change Order, provided that the total recovery against either Bond shall not exceed the Contract Amount originally stated in each Bond.

RECOMMENDED FOR ACCEPTANCE, TALBERT & BRIGHT, INC.

BY: _____

DATE: _____

ACCEPTED BY CONTRACTOR, Plateau Excavation, Inc.

(CONTRACTOR NAME)

BY: _____

DATE: _____

ACCEPTED BY OWNER, Connee County

(OWNER NAME)

BY: _____

DATE: _____

APPROVED BY: _____

DATE: _____

TITLE: _____

3401-0902

YOU ARE DIRECTED TO MAKE THE CHANGES NOTED BELOW IN THE SUBJECT CONTRACT.

ITEM	DESCRIPTION	ADDITIONS	DELETIONS
**159, P-156	Temporary Silt Fence (Haul Road): Add Item (5 000 LF @ \$3.00/LF)	\$15,000.00	
** 160, P-156	Temporary Diversion Ditch with Erosion Control Blanket: Add Item (2,400 LF @ \$3.50/LF)	\$8,400.00	
** 161, P-156	Rock Ditch Checks (Haul Road): Add Item (54 Each @ \$1,200.00/Each)	\$64,800.00	
** 162, P-156	15" HDPE Permanent Slope Drain: Add Item (370 LF @ \$18.00/LF)	\$6,660.00	
** 163, P-156	15' Headwall (Haul Road): Add Item (18 Each @ \$470.00/Each)	\$8,460.00	
** 164, P-156	Rip Rap Outlet Protection (Haul Road): Add Item (120 SY @ \$18.00/SY)	\$1,920.00	
** 165, P-156	Rock Sediment Dikes (Haul Road): Add Item (6 Each @ \$3,500.00/Each)	\$17,500.00	
** 166, P-156	Temporary Sediment Basin 4: Add Item (1 Each @ \$41,152.00/Each)	\$41,152.00	
** 167, P-156	Temporary Sediment Basin 5: Add Item (1 Each @ \$48,093.00/Each)	\$48,093.00	
** 168, P-156	Temporary Sediment Basin 6: Add Item (1 Each @ \$41,451.00/Each)	\$41,451.00	
** 169, P-156	Temporary Sediment Basin 7: Add Item (1 Each @ \$31,023.00/Each)	\$31,023.00	
** 170, P-156	Clearing and Grubbing (Haul Road): Add Item (2.60 Acres @ \$5,000.00/Acre)	\$15,800.00	
** 171, P-156	Temporary Inlet Protection (Haul Road): Add Item (9 Each @ \$3,000.00/Each)	\$27,000.00	
NET ADDITIONS OR DELETIONS		\$327,049.00	\$0.00
Net Additions		\$327,049.00 (See Note below)	

NOTE: Total quantities and costs are different from those reflected in contract change in Change Order No. 3 as they are disputed and Change Order No. 3 reflects payment for fifty (50%) of the disputed amount.

REASON FOR CHANGE:

** Items 159 through 171 added for Haul Road Erosion Control Work Elements as required by DHEC Modifications

Robyn Courtright

From: Nicholson, Ned [NNicholson@MCNAIR.NET]
Sent: Friday, September 10, 2010 11:17 AM
To: Robyn Courtright
Cc: Scott Moulder
Subject: RE: Oconee County Airport/Plateau: Change Order No. 3
Attachments: image001.jpg; image002.jpg

Robyn,

Sorry about that. I have about 30 emails those last two days on this matter as we were trying to get it resolved. I should have told you to ignore my prior emails and go with the one below.

Plateau's attorney and I came to a resolution of the language to be used in the Change Order based on the County not having to pay in full that portion of the Plateau work that T&B said was the result of Plateau's mistake. Therefore, in a resolution that is common in the industry, the process agreed upon was for the County to pay for 1/2 of the disputed work (and remember, not all of the Change Order was for work that T&B said was Plateau's fault) and both Plateau and the County reserve their rights to revisit that issue. (Plateau can seek the other 1/2 of what is says it is owed and the County can seek to recover the 1/2 of the disputed amount if paid back from Plateau.)

Therefore, the County did will not agree to fund the full \$358,850, but only would agreed to pay the \$253,884. The quantities on the spreadsheet reflect a different value of the work performed because Plateau is performing more work than the County is paying for. That is the reason for the note.

Plateau is going forward with this work on CO #3 without a signed CO as Scott and I agree to recommend it to County Council. But we needed the work for CO #3 to go forward immediately as that is for the work that SCDHEC is requiring be done before anything else on the project.

Hope this clears up your questions.

Ned



Benjamin E. (Ned) Nicholson V
Shareholder
nnicholson@mcnair.net

McNair Law Firm, P.A.
Columbia Office: 1221 Main Street, Suite 1800 | Columbia, SC 29201
803.796.9500 Main | 803.753.9278 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
VCard | Bio URL | Web site

From: Robyn Courtright [mailto:rcourtright@oconeesc.com]
Sent: Friday, September 10, 2010 9:11 AM
To: Nicholson, Ned
Cc: Scott Moulder
Subject: RE: Oconee County Airport/Plateau: Change Order No. 3

Ned,

When we first discussed Change Order #3 it was only a spreadsheet attached to the August 13 letter from T&B. You had previously recommended asking Council for the "full amount" of \$358,850 that was the total on the spreadsheet. T&B had recommended an amount of \$180,319, based on the fact that they were disputing

some of Plateau's charges. Then in the CO#3 (Revision 1) that was attached to the email below on the CO form, the amount on the front page of the CO#3 is \$253,684 and on the attached item list the amount totals \$327,049 with the following note:

"Total quantities and costs are different from those reflected in contract change in Change Order No. 3 as they are disputed and CO#3 reflects payment for fifty percent of the disputed amount."

I have discussed this with Mr. Moulder and we cannot figure out these numbers. We have 3 different amounts for CO#3 and nothing is 50% of any other figure. Should I go back to T&B directly and ask them to clarify these numbers? Since the attached email came from Stephanie Burton their attorney I wanted to run this by you before I contacted them. I realize that if there is a total amount that is being disputed we want to ask Council to approve the larger amount, but I would really like to be able to explain to them where these figures are coming from. Also, how can any of the parties sign this if no one agrees on the amounts?

Also, just to let you know Mr. Moulder has not received a signed copy of the final revised CO#2. I thought this was the document that we all agreed on the new language you added and T&B would bring to the job site last Tuesday for Plateau to sign and forward to the County. I checked with Kevin and he has not seen this CO#2 except via email.

Robyn M. Courtright
Procurement Director
Oconee County, SC
864.538.4143

From: Nicholson, Ned [mailto:NNicholson@MCNAIR.NET]
Sent: Friday, September 03, 2010 5:02 PM
To: Scott Moulder
Cc: Mack Kelly; Kevin D. Short; Martin, Tom; Artigliere, Adam; Robyn Courtright
Subject: Oconee County Airport/Plateau: Change Order No. 3

Scott,

Here is the form Plateau will present to the County for us to present to County Council. I attach the emails from T&B counsel and Plateau counsel confirming same.

Have a good holiday weekend, all

Ned



Benjamin E. (Ned) Nicholson V
Shareholder
nicholson@mcnairent

McNair Law Firm, P.A.
Columbia Office 1721 Main Street | Suite 1800 | Columbia, SC 29201
803 799 9800 Main | 803 753 3278 Fax
Mailing Post Office Box 11390 | Columbia, SC 29211
VCard | Bio URL | Web site

OCONEE COUNTY



SCENIC HIGHWAY COMMITTEE

415 SOUTH PINE STREET

WALHALLA, SC 29691

864-638-4218

The Committee was established under Article III Chapter 26 of the Oconee County Code of Ordinances, “A Program to Designate Oconee County’s Scenic Highways”, to review proposals to designate Oconee County Scenic Highways, and recommend those worthy of designation to County Council.

Roads may be designated County Scenic Highways due to scenic vistas, cultural or historical significance, or other criteria specified by Council. To date, one section of road (Hwy 28 from Halfway Branch to Walhalla) has been designated.

The Committee is comprised of representatives from 5 interested organizations named by ordinance, as well as 2 members chosen at-large by County Council. All representatives must reside in Oconee County.

Currently 4 organizations are active participants:

- Keep Oconee Beautiful Association (KOBA)
- Concerned Citizens for Conservation (CCC)
- Oconee Arts and Historical Commission (A&H)
- Oconee Chapter of Upstate Forever (UF)

The Oconee Alliance was also named as a participant, but declined; the regulations provide for Council naming a replacement organization.

Active Representatives:

- Eddie Martin (UF) - Chairman
- Alan D. Boggs (at-large) – Vice Chairman
- Harold Thomas (CCC)
- Luther Lyle (A&H)
- Phil Soper (KOBA)

One at-large seat is currently open.

The Committee meets as needed.

COMMENTS FROM
EDDIE MARTIN
OCONEE COUNTY SCENIC HIGHWAY
COMMITTEE CHAIR
SEPT 21 2010

DUE TO A PRIOR COMMITMENT I AM UNABLE TO ATTEND THE COUNCIL MEETING THIS EVENING. I WOULD LIKE TO PRESENT SOME THOUGHTS ON THE STATE SCENIC DESIGNATION OF HIGHWAY 11. DURING THE LAST TWO DESIGNATION EVALUATIONS BY THE STATE IN CONSIDERATION OF HIGHWAY 11, THERE HAVE BEEN CONCERNS RAISED AS TO THE ABILITY OF SAID HIGHWAY TO LIVE UP TO ITS SCENIC STATUS BECAUSE OF DEVELOPMENT PATTERNS. ESPECIALLY ON THE NORTHERN END OF ITS RANGE, I FEEL OCONEE COUNTY NEEDS TO CONSIDER THE ADOPTION OF A COUNTY SCENIC STATUS FOR HIGHWAY 11 IN ORDER TO PRESERVE AND PROTECT THE SCENIC VIEWSHED THAT HAS BEEN ESTABLISHED AS AN ATTRACTION FOR TOURISM AND SUSTAINABLE REMINDER OF THE BEAUTY OUR COUNTY HAS TO OFFER. THIS IS NOT ONLY A BENEFIT FOR TRAVELERS COMING THROUGH OUR AREA, BUT A STAPLE FOR THE PEOPLE WHO NOW POPULATE OUR COUNTY. WE SHOULD TAKE PRIDE IN WHAT OUR AREA HAS TO OFFER AND PROTECT THE BEAUTY OF OUR MOUNTAIN VISTAS, OUR OPEN FARMLAND ON THE SOUTHERN END OF THE COUNTY, AND DEVELOPE AN IDEAL THAT WOULD HELP COUNTY ADMINISTRATION AND LAND OWNERS ALONG ROUTE 11 TO WORK TOGETHER TO ADVANCE THE PERCEPTION THAT OCONEE COUNTY IS A SPECIAL PLACE, ONE TO BE REVERED AND TAKEN SERIOUSLY.



File Code: 1350-2

Date: September 8, 2010



Dear Chairman Dexter:

The Francis Marion & Sumter Resource Advisory Committee (FMS RAC) is seeking applications for projects that enhance forest ecosystems or restore and improve land health and water quality on the Francis Marion and Sumter National Forests in Berkeley, Oconee, Newberry and Union counties. Proposals will be accepted through November 24, 2010. Title II funds should be available in April 2011. Depending on county elections, there may be over half a million dollars in Title II funds to spend on projects, such as noxious weed control, public road maintenance, and campground improvements. Funds are made available through the Secure Rural Schools and Community Self-Determination Act. Projects can be completed by Forest Service personnel, through grants or agreements or by open-bid contracting with individuals and corporations.

The FMS RAC works closely with the Forest Service and County Officials to recommend projects that will benefit local communities and forest health, fish, wildlife, soils, watersheds and other resources. Project Proposal Applications are posted on the Francis Marion Sumter National Forests website at http://www.fs.fed.us/r8/fms/secure_ruralschools.php. Forms may be requested by contacting the FMS RAC Coordinator, Mary Morrison, at 803-561-4058 or mwmorrison@fs.fed.us. See the website or the attached press release for more information on where to submit applications.

Sincerely,

For 
PAUL L. BRADLEY
Forest Supervisor

Enclosure (1)





Francis Marion and Sumter National Forests
U.S. Department of Agriculture
Forest Service, Southern Region
4931 Broad River Road Columbia, SC 29212

Contact: Mary Morrison
803-561-4058

September 3, 2010 (09/03/10)

FOR IMMEDIATE RELEASE

FRANCIS MARION & SUMTER RESOURCE ADVISORY COMMITTEE ACCEPTING PROPOSALS

(Columbia, SC) The Francis Marion & Sumter Resource Advisory Committee (FMS RAC) is seeking applications for projects that enhance forest ecosystems or restore and improve land health and water quality on the Francis Marion and Sumter National Forests in Berkeley, Oconee, Newberry and Union counties. According to Designated Federal Official Paul Bradley, the RAC committee will have an estimated \$500,000 to spend on projects through fiscal year 2012. Funds are made available through the Secure Rural Schools and Community Self-Determination Act. Projects can be completed by Forest Service personnel, through partnership agreements or by open-bid contracting with individuals and corporations.

The FMS RAC works closely with the Forest Service and county officials to recommend projects that will benefit forest health, fish, wildlife, soils, watersheds and other resources; maintain roads, trails, and other infrastructure; or control noxious weeds. Project proposal applications are posted on the Francis Marion Sumter National Forests website at http://www.fs.fed.us/r8/fms/secure_ruralschools.php or forms may be requested by calling 803-561-4058. See the website for more information.

Hard copies of project proposals should be submitted by November 24, 2010 to:

Francis Marion Sumter National Forests
Attn: RAC Coordinator
4931 Broad River Road
Columbia, SC 29212

Electronic copies of project proposals should be submitted by November 24, 2010 to:

FrancisMarionSumterResourceAdvisoryCommittee@fs.fed.us

The FMS RAC will review and recommend projects for funding during their meeting on February 3, 2011 starting at 9:30 am at the Forest Service office located on 4931 Broad River Road in Columbia, SC. The public is welcome to attend the RAC meetings. Proponents of proposals are encouraged to attend the meeting to present their proposals. It is anticipated that funds would be approved and released for spending in April 2011. For more information on the FMS RAC or to learn more about proposing projects please contact the RAC Coordinator, Mary Morrison, 803-561-4058.

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